



## *Report to the Auburn City Council*

Action Item
Agenda Item No. 12
City Manager Approval

**To:** Mayor and City Council Members

**From:** Jack Warren, Director of Public Works  
Bernie Schroeder, Engineering Division Manager

**Date:** March 23, 2009

**Subject:** Cooperative Agreement with California Department of Transportation for the relinquishment of State Route 49

### **The Issue**

Shall the City enter into a cooperative agreement with the California Department of Transportation for the relinquishment of State Route 49 from Elm Avenue at Highway 49 to Elm Avenue at High Street?

### **Conclusion and Recommendation**

Staff recommends that City Council, BY RESOLUTION, authorize the City Manager to sign the cooperative agreement with the California Department of Transportation to accept the relinquishment of State Route 49 from just south of the eastbound Interstate 80 onramp to Elm Avenue at High Street and to transfer to the State the section of Elm Avenue from High Street to just west of the Interstate 80 eastbound onramp.

### **Background**

The Streetscape Master Plan was started in late 2006 to create a link between Old Town and Downtown, improve infrastructure, contribute to economic revitalization and encourage people to stop, stroll, shop and stay in Auburn. The majority of the Streetscape Master Plan is along State Route 49. To eliminate the need for an encroachment permit from Caltrans to construct the Streetscape, the City requested that the California Department of Transportation to relinquish State Route 49 from just south of the eastbound Interstate 80 onramp to Elm Avenue/High Street intersection and the City would then relinquish Elm Avenue/High Street Intersection to just west of the Interstate 80 eastbound onramp.

The relinquishment cooperative agreement states that the City of Auburn will accept a payment of \$150,000 to accept the relinquished facilities.

The City's has already been sweeping and maintaining the surface of the Highway 49 roadway through the Downtown corridor.

The California Transportation Commission is expected to approve the cooperative agreement at their April Board meeting scheduled for April 17-18<sup>th</sup>.

**Alternatives Available to Council; Implications of Alternatives**

1. Proceed with Staff Recommendation
2. Do not proceed with staff recommendation

**Fiscal Impact**

The City will receive \$150,000 for the relinquished facilities and will be required to maintain the facilities.

**Draft**  
**RELINQUISHMENT AGREEMENT**

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON \_\_\_\_\_, is between the STATE OF CALIFORNIA, acting by and through its Department of transportation, referred to herein as "STATE", and the

CITY OF AUBURN, a body politic and a municipal corporation of the State of California, referred herein as "CITY".

**RECITALS**

1. STATE and CITY, herein referred to as "PARTIES", pursuant to Streets and Highways Code sections 73 and 130, are authorized to enter into a Cooperative Agreement in order to relinquish to CITY a portion of State Highway System (SHS) right of way (R/W) within CITY's jurisdiction.
2. STATE desires to relinquish to CITY that portion of State Route (SR) 49 from the intersection of Elm Avenue and High Street (SR 49) (PM 2.47) to the southern most on ramp to eastbound Interstate 80 (PM 3.20), referred to hereinafter as "RELINQUISHED FACILITIES", as shown on Exhibit A, attached to and made part of this Agreement.
3. PARTIES agree that RELINQUISHED FACILITIES are currently in a state of good repair and STATE will continue to maintain RELINQUISHED FACILITIES until the date of recordation of the Resolution of Relinquishment. CITY will accept RELINQUISHED FACILITIES in return for the conditioned allocation of \$150,000 or an amount determined by the California Transportation Commission (CTC) for highway improvements consisting of roadway rehabilitation, and Americans Disabilities Act (ADA) compliant sidewalks, etc., more particularly described in Exhibit B, attached hereto and made a part of this Agreement.
4. PARTIES have agreed that CITY's request for the allocation of \$150,000 by CTC will be recommended by STATE. Said amount represents the cost of beyond the state of good repair improvements to RELINQUISHED FACILITIES.
5. PARTIES agree that the payment of funds to CITY may be deferred until June 30, 2012 or until the State Highway Account improves. If CTC determines such a delay is necessary, STATE may provide CITY with the option of petitioning the CTC for an earlier payment.
6. Relinquishment to CITY will occur upon approval by the CTC of a Resolution of Relinquishment and a conditioned allocation of up to the amount \$150,000 and the recording of said Resolution in the County Recorder's Office.

## **SECTION I**

### **CITY AGREES:**

1. Execution of this Agreement constitutes CITY's waiver of the ninety (90) day notice of "Intention to Relinquish" requirement contained in Section 73 of the Streets and Highways Code. CITY may appear before the CTC to offer CITY's substantiation that a payment of these negotiated funds constitutes an allocation that is in the best interests of the State of California when so determined by the CTC in its Resolution of Relinquishment.
2. To accept that allocation determined by the CTC to be in the best interests of the public in its Resolution of Relinquishment as STATE's full and only payment obligation for the relinquishment of RELINQUISHED FACILITIES, which will be maintained in a state of good repair by STATE until the date of relinquishment.
3. CITY acknowledges that RELINQUISHED FACILITIES are in a state of good repair.
4. Upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office, CITY agrees to accept ownership, including all rights, title and interest in RELINQUISHED FACILITIES, and to thereafter operate, maintain and be liable for said relinquished facility without any additional cost to STATE.

## **SECTION II**

### **STATE AGREES:**

1. To recommend that CTC allocate the negotiated funds up to the amount of \$150,000 as part of the CTC's Resolution of Relinquishment to relinquish RELINQUISHED FACILITIES from the SHS.
2. To pay CITY that amount allocated by CTC in its Resolution of Relinquishment, which is determined to be in the best interests of the public. The payment of those CTC allocated funds by STATE to CITY will represent STATE's final and only payment for the purpose of this relinquishment.
3. To relinquish, upon the approval of the CTC's Resolution of Relinquishment and recordation of said resolution in the County Records Office, RELINQUISHED FACILITIES.
4. To transfer to CITY, within sixty (60) days of the recordation of the CTC's Resolution of Relinquishment, all available STATE records and files for the RELINQUISHED FACILITIES, including, but not limited to, plans, survey data and R/W information.

### **SECTION III**

#### **IT IS MUTUALLY AGREED:**

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by CTC.
2. STATE reserves the right to enter, at no cost to STATE, relinquished collateral facilities, including sidewalks and other areas adjacent to the travel way, to modify or add signage, drainage, and other improvements necessary on STATE highway property. CITY agrees to allow STATE access to operate, maintain, add, remove, or modify STATE's facilities adjacent to R/W being relinquished.
3. CITY reserves the right to enter, at no cost to CITY, transferred collateral facilities, including sidewalks and other areas adjacent to the travel way, to modify or add signage, drainage, and other improvements necessary on CITY highway property. STATE agrees to allow CITY access to operate, maintain, add, remove, or modify CITY's facilities adjacent to R/W being relinquished.
4. If any hazardous materials are discovered within RELINQUISHED FACILITIES, CITY shall be responsible for the cost for remedy or remedial action. CITY shall be responsible for signing the manifest.
5. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
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7. No alteration of the terms of this Agreement shall be valid unless made in writing and

signed by PARTIES hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES' hereto.

8. This Agreement shall terminate upon recordation of the CTC's Resolution of Relinquishment in the County Recorder's Office and STATE's payment of CTC's allocated funds to CITY, or on January 1, 2014, whichever is earlier in time except for those provisions which relate to a indemnification, ownership, property recapture, operation, access control and maintenance, which shall remain in effect until terminated or modified in writing by mutual agreement.

**STATE OF CALIFORNIA**  
**Department Of Transportation**

WILL KEMPTON  
Director

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GARY S. SIDHU, Deputy District Director  
D3 Programming & Project Management

Approved as to form and procedure:

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Department of Transportation Attorney

Certified as to funds:

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DEBORAH CLARK  
District Project Control Officer

Certified as to financial terms and policies:

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Accounting Administrator

**CITY OF AUBURN**

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City Manager

Attest:

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City Clerk

Approved as to form and procedure:

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Legal Counsel

EXHIBIT A

MAP of RELINQUISHED FACILITIES

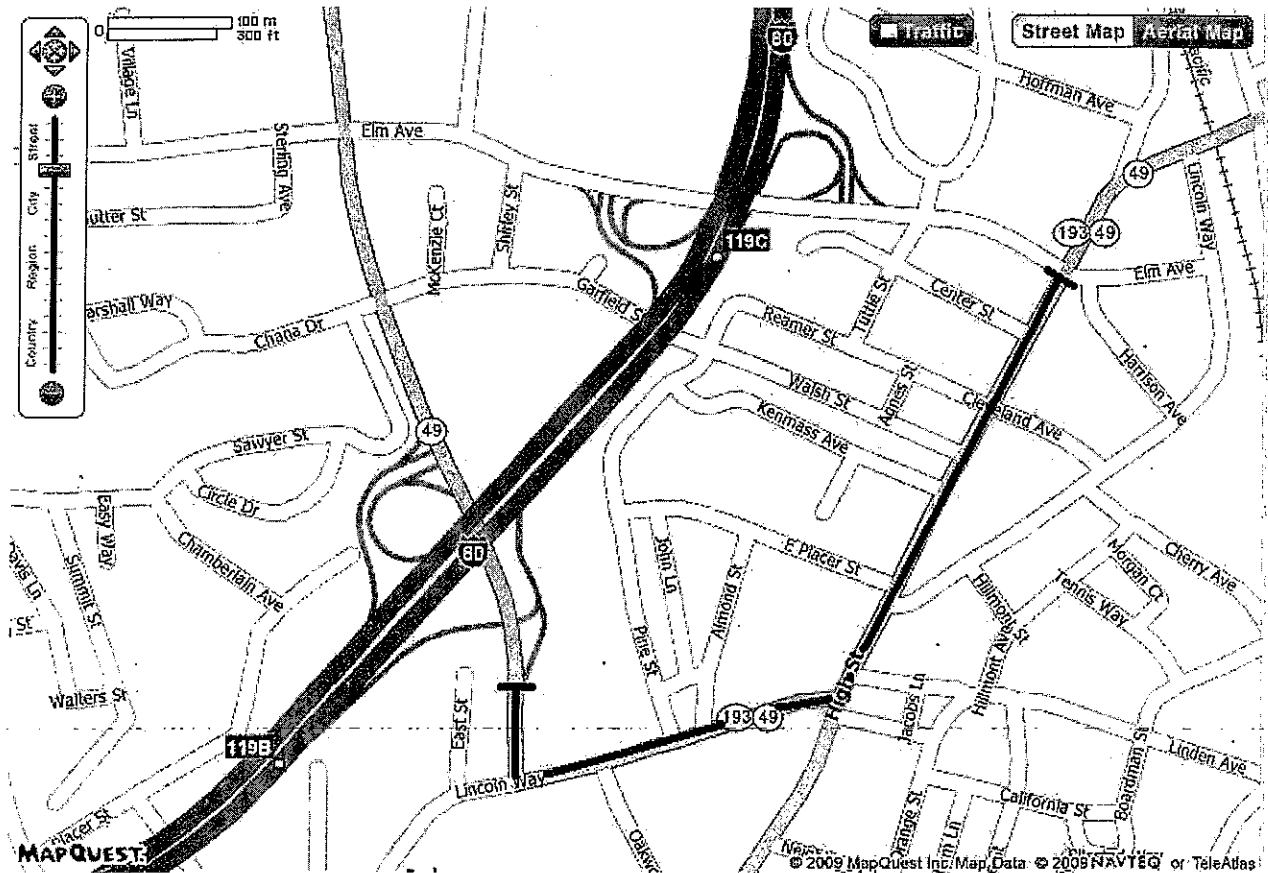




EXHIBIT B  
 Updated Estimate

Roadway Estimated Cost:

Sidewalk 420 sf @ \$15.00 =	\$ 6,300
Truncated Domes 35 ea @ \$600.00 =	\$ 21,000
Ramps 6 @ \$5,000 ea =	\$ 30,000
Curb repair LS =	\$ 300
Edgeline 13,728 lf @ \$0.75 =	\$ 10,500
Slurry @ alleys 8 ea @ \$800 =	\$ 6,400
Subtotal	\$439,500
Contingency and Engr 30% (except HBR)	\$ 22,350
Total Roadway	\$461,850

Maintenance Cost for Three Years: Looking at \$5,500 per year for 3 years at 5% Present Worth

PW factor = 2.72	
\$5,500@2.72	\$ 15,000
Engineering and Contingency 20% =	\$ 3,000
Total Maintenance	\$ 18,000

**Grand Total (Roadway and Maintenance):** **\$479,850 \***

**Less Portion of Highway Signage Modifications**

\* STATE will pay CITY, up to the amount of \$150,000, allocated by CTC.

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**Department Of Transportation**

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Director

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GARY S. SIDHU, Deputy District Director  
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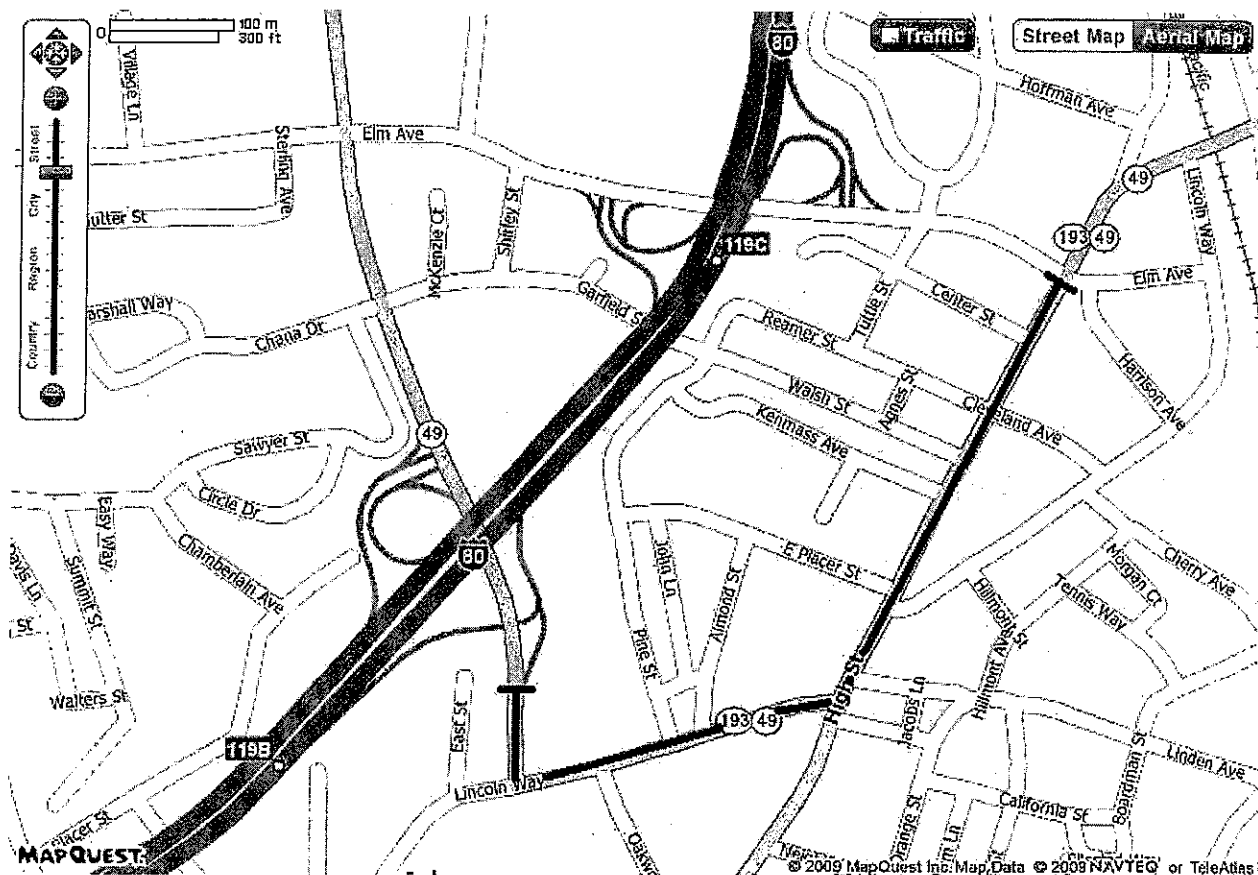


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**Grand Total (Roadway and Maintenance):** \$479,850 \*

**Less Portion of Highway Signage Modifications**

\* STATE will pay CITY, up to the amount of \$150,000, allocated by CTC.



RESOLUTION NO. 09-

RESOLUTION AUTHORIZING THE COOPERATIVE AGREEMENT WITH THE  
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE  
RELINQUISHMENT OF STATE ROUTE 49.

-----  
THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

That the City Council of the City of Auburn does hereby authorize the  
City Manager to sign the Cooperative Agreement with the California  
Department of Transportation to accept the relinquishment of State Route 49  
from just south of the eastbound Interstate 80 onramp to Elm Avenue at High  
Street and to transfer to the State the section of Elm Avenue from High Street  
to just west of the Interstate 80 eastbound onramp.

A true and correct copy of said Cooperative Agreement is attached hereto as  
Exhibit "A."

DATED: March 23, 2009

\_\_\_\_\_  
J.M. Holmes, Mayor

ATTEST:

\_\_\_\_\_  
Joseph G. R. Labrie, City Clerk

I, Joseph G. R. Labrie, City Clerk of the City of Auburn, hereby certify  
that the foregoing resolution was duly passed at a regular session meeting of  
the City Council of the City of Auburn held on the 23<sup>rd</sup> day of March 2009 by  
the following vote on roll call:

Ayes:

Noes:

Absent:

\_\_\_\_\_  
Joseph G. R. Labrie, City Clerk

